

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 30	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-07-C-0461		<b>3. Effective Date</b> 2007JUL17		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ASQ JOHN T. SULLIVAN (586)574-7028 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 <b>e-mail address:</b> JOHN.SULLIVAN2@US.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> DCMA TEXAS 600 N PEARL STREET SUITE 1630 DALLAS, TX 75201-2843			<b>Code</b> S4402A	
			<b>SCD C PAS NONE</b>		<b>ADP PT HQ0339</b>		
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> DRIVE DYNAMICS LLC 2454 WALNUT RIDGE ST DALLAS, TX 75229-4528				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 1ZF55				<b>Facility Code</b>		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381			<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)			<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 62040000061C1C03P273764255Y S20113 W56HZV				
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost-Plus-Fixed-Fee		<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>	
			KIND OF CONTRACT: Research and Development Contracts				
<b>15G. Total Amount Of Contract</b>						\$145,000.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	17
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	30
X	D	Packaging and Marking	10	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	11		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	12				
X	G	Contract Administration Data	13		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	15		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input type="checkbox"/> Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> MICHAEL L. CIONI MICHAEL.CIONI@US.ARMY.MIL (586)574-7070			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2007JUL17	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 30
	PIIN/SIIN W56HZV-07-C-0461	MOD/AMD	
Name of Offeror or Contractor: DRIVE DYNAMICS LLC			

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

Name of Offeror or Contractor: DRIVE DYNAMICS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all supplies and services to accomplish the tasks specified in Section C - Scope of Work.</p> <p>(End of narrative B001)</p> <p>ESTIMATED COST: \$137,750.00 FIXED FEE: \$ 7,250.00 TOTAL ESTIMATED COST: \$145,000.00</p> <p>(End of narrative B002)</p>				\$ ** NSP **
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: RUNFLAT PRON: R362V061R3 PRON AMD: 01 ACRN: AA AMS CD: 273764TW100</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F</p> <p>\$ 145,000.00</p>				\$ 145,000.00
0002	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (CDRL), herein after referred to Exhibit A.</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor: DRIVE DYNAMICS LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p><u>Packaging and Marking</u></p> <p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The Contractor shall provide the information required by the Contractor Clause entitled CONTRACTOR MANPOWER REPORTING (CMR), TACOM Clause 52.237-4000 (ref C-2).</p> <p>Unit Identification Code: W4GHAA</p> <p>(End of narrative B001)</p>				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 30
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

B.1      ESTIMATED COST AND PAYMENT

B.1.1    The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown includes the basic contract effort. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2    The Contractor will be paid the fixed fee stated in Section B opposite CLIN 0001 for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled "Fixed Fee", (Mar 97), FAR 52.216-8. The fixed fee together with the reimbursement of costs shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this contract.

B.1.3    Allowable costs shall be determined and payment thereof, shall be provided in accordance with the contract clause entitled ALLOWABLE COST AND PAYMENT, FAR 52-216-7. The contractor may submit public vouchers every two weeks for payment under the contract.

B.2      PAYMENT

The contractor may submit public vouchers every two weeks for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

B.3      AUDIT OF RECORDS

The Administrative Contracting Officer (ACO) or his/her authorized representative will perform an accounting system review upon submission of first billing and will also, in accordance with Section I, FAR 52.215-2 Audit of Records - Negotiations, perform an audit of, at a minimum, the contractor's final cost voucher.

\*\*\* END OF NARRATIVE B0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page</b> 6 <b>of</b> 30
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007
-----	------------------------	-------------------------------------	----------

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

DEVELOPMENT of a RUN FLAT INSERT SYSTEM for the HEMTT CLASS WHEELED VEHICLES

C.1	BACKGROUND
-----	------------

The Department of Defense (DOD) has specific wheeled vehicles critical for maintaining military mission support and transportation of military supplies. These vehicles are used by joint organizations and meet certain design criteria for general driveline performance. As

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b></p>	<p><b>Page</b> 7 <b>of</b> 30</p>
----------------------------------	---	-----------------------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

part of the performance requirements, the vehicles are operationally tested for various environments and different ground conditions. All having a common need to maintain vehicle mobility, if a tire failure were to occur.

Based on previous work in support of PM LTV in conjunction with NACs mission objectives outlined in CRADA #04-15 was implemented to develop run-flat technology.

C.2 PROGRAM OBJECTIVE

The current fleet of Heavy Tactical Trucks (HTT) requires the use of having an available spare tire to be field replaceable allowing any intended mission be completed. Added weight and storage space to house the spare tire reduces the wheeled vehicle capabilities for maximum utilization. The use of a Run Flat system capable of meeting defined distances and load requirements would benefit and ultimately help support our Soldiers.

C.3 SCOPE OF WORK

The contractor as an independent contractor and not as an agent of the Government shall implement the following tasks:

C.3.1 The contractor shall determine the feasibility of developing a high-load Run Flat Tire Insert System for the HTT fleet and platform systems. This would include prototyping a wheel/tire assembly capable of supporting loads up to 10,000 pounds in a deflated condition. The effort shall have the following target goals:

- C.3.1.1 Tire and wheel assembly to be compatible with the current fleet of Heavy Tactical Trucks and platform systems.
- C.3.1.2 Performance target of 15 miles at a load of 10,000 pounds/assembly.
- C.3.1.3 Provide a positive tractive attachment for maximum torque transfer.
- C.3.1.4 Provide a bead-locking system for low pressure, increased footprint operation.
- C.3.1.5 Field serviceable using minimal tools and fixtures.
- C.3.1.6 Environmental capable for harsh conditions and low/high temperature operation.
- C.3.1.7 User friendly for ease of field replacement with minimal training.
- C.3.1.8 Central Tire Inflation System (CTIS) friendly-No lubricant is required for the DD Run Flat.

C.4 TASK DESCRIPTION

C.4.1 The contractor shall outline an approach for the Design and Development of a Run Flat Insert System for the Heavy Expanded Mobility Tactical Truck (HEMTT).

- C.4.1.1 Parameters as defined in C.3.1.1, C.3.1.2, C.3.1.3, C.3.1.4, C.3.1.5, and C.3.1.6 will be used as measurable goals for the Run Flat technology.
- C.4.1.2 The contractors approach shall address the following areas:
  - C.4.1.2.1 Functional design
  - C.4.1.2.2 Reliability design
  - C.4.1.2.3 Cost
  - C.4.1.2.4 Manufacturability.
  - C.4.1.2.5 The contractor shall develop a draft test plan for review and approval by the COR due 45 days after contract award (Ref C.6.1). The Physical Simulation Team (PST) shall perform the testing at the tire laboratory located at TACOM/TARDEC.

C.4.2 The Contractor shall use a TACOM supplied HEMTT wheel assembly to perform the following tasks:

- C.4.2.1 The contractor shall establish a number of dynamometer generated baseline data values for actual thermal mapping, load deflection and footprint profiles for the initial insert system layout.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 30
---------------------------	--	----------------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

C.4.2.1.1 The data values will aid in selection of materials, composites and a means of mounting the proposed Run Flat Insert System.

C.4.2.2 The contractor shall coordinate and review all concept designs with the project manager. The COR shall approve the final design prior to prototype build as stated in C.4.2.3.

C.4.3 The Contractor shall build an initial prototype tooling for proof of concept testing. The tool shall be suitable for molding number of prototype test samples for both visual and dimensional verification. For the Developmental Proof of Concept two (2) prototypes shall be constructed.

C.4.3.1 The contractor shall provide the COR and project manager with a Preliminary Design Review (PDR) prior to actual fabricating prototype parts. Following COR approval of the PDR process, Dynamometer testing will commence using molded prototypes.

#### C.5 MEETINGS

C.5.1 Start of Work Meeting Within 30 days of contract award, or as mutually agreeable with the COR, TACOM shall host a start of work meeting to discuss timelines, materials, technical approaches, and any other pertinent issues.

C.5.2 Preliminary Design Review Meeting TACOM and the contractor shall agree to conduct a Preliminary Design Review at TACOM at a mutually agreed to date and time.

C.5.3 Monthly Progress Review Meetings Monthly progress review meetings with contractor personnel and the COR shall be accomplished via telephone conference to discuss project progress to date, adjustments to timelines, and cost expenditures.

C.5.4 Final Design Review Meeting TACOM and the contractor shall agree to conduct a Final Design Review at Drive Dynamics at a mutually agreed to date and time.

C.5.5 Final Meeting Within 30 days before the contract end date the contractor shall host a final meeting at the contractors site to present the COR with the final contract results.

#### C.6 DELIVERABLES

C.6.1 The contractor shall provide a draft test plan due 45 days after contract award IAW CDRL A001.

C.6.2 The contractor shall provide prototypes suitable for Dynamometer testing, due 120 days following contract award.

C.6.3 The contractor shall provide analyzed test data and a written analysis, due 30 days following completion of the following Government tests IAW CDRL A002.

C.6.3.1 Dynamic load testing at 10,000 pounds

C.6.3.2 Withstand 30+ minutes of actual dynamometer operation

C.6.4 The contractor shall provide detailed written recommendations, due 10 days following completion of the developmental effort.

C.6.5 The contractor shall provide all data deliverables in Microsoft Office Suite format.

C.6.6 The contractor shall document the Run Flat Insert System in sufficient detail to facilitate Government evaluation/approval.

C.6.7 The contractor shall provide the Government with the recommended spare parts list and part numbers, quantities, tools, commercial sources and estimated cost for these items IAW CDRL A003.

C.6.8 All parts shall be fabricated in accordance with the best practices in the trade or industry.

C.6.9 TARDECs engineers and technicians shall participate in the laboratory/field testing to verify and validate the final product.

C.6.10 The contractor shall provide two sets of the operating and service manuals, which will instruct the operator on how to operate and maintain the run flat system assembly. These manuals should also include the specific maintenance required for the total system assembly.



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 30
	PIIN/SIIN W56HZV-07-C-0461	MOD/AMD	

Name of Offeror or Contractor: DRIVE DYNAMICS LLC

- C.6.11 The contractor shall formally train two (2) Government engineers/technicians in the use of this system.
- C.6.12 The contractor shall provide the Government with engineering drawings (level 3). These drawings shall provide sufficient technical data describing the major components, performance, assembly and installation of the system and associated tooling IAW CDRL A004.
- C.6.13 The contractor shall provide the Government with a Contractor's Progress Status and Management Report IAW CDRL A005.
- C.6.14 The contractor shall provide the Government with a Scientific and Technical Draft/Final report IAW CDRL A006.
- C.7 INSPECTION AND ACCEPTANCE
- All deliverables shall be accepted by the COR prior to approval by the Project Manager.
- C.8 PERIOD OF PERFORMANCE
- The period of performance shall be for nine (9) months from date of contract award.

\*\*\* END OF NARRATIVE C0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 10 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 All data and/or hardware items deliverable under this contract shall be packaged and packed in accordance with good commercial practice. This shall be adequate to ensure arrival at destination without damage or loss.

D.2 Marking and Identification

D.2.1 All technical data deliverable under this contract shall be identified in the following manner: (a) by the prime contract number, (b) the name and address of the prime Contractor, and (c) where applicable, the name and address of the subcontractor which generated the data.

D.2.2 All materials or their containers delivered under this contract shall be marked or tagged in the following manner: (a) the prime contract number; (b) the name and address of the prime Contractor and; (c) the identification of the materials or item.

\*\*\* END OF NARRATIVE D0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 11 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-8	INSPECTION OF RESERACH AND DEVELOPMENT--COST REIMBURSEMENT - ALTERNATE I	APR/1984

E.1 INPSECTION AND ACCEPTANCE OF HARDWARE AND DATA

E.1.1 Inspection and acceptance of the prototypes to be delivered under the contract shall be done at the following Destination location shown below by the Contracting Officer's Representative (COR) or the COR's duly appointed representative.

U.S. Army Tank-Automotive & Armaments Command (TACOM)  
National Automotive Center (NAC)  
ATTN: AMSRD-TAR-N (Aleksander Kurec/mailstop 289)  
6501 East 11 Mile Rd  
Warren MI 48397-5000

E.1.2 Inpsection and acceptance of any data deliverable under this contract shall be at destination or as required by DD Form 1423. The determination that the data are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

\*\*\* END OF NARRATIVE E0002 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 12 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or http://www.acq.osd.mil/dpap/dars/index.htm or https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER - ALTERNATE I	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 DELIVERY

F.1.1 The contractor shall submit all documents electronically in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

F.1.2 The Contractor shall deliver, FOB Destination, all items that cannot be sent electronically (Hardware, Technical Data, etc.) to the following address:

U.S. Army Tank-Automotive & Armaments Command (TACOM)  
National Automotive Center (NAC)  
ATTN: AMSRD-TAR-N (Aleksander Kurec/Mailstop 289)  
6501 East 11 Mile Rd  
Warren MI 48397-5000

F.2 PERFORMANCE

F.2.1 All work required under this contract, including submission of the Final Scientific and Technical Report shall be completed between date of award and nine (9) months after contract award.

F.2.2 Acceptance of the Final Scientific and Technical Report and all hardware/software deliverables will constitute completion of the basic contract.

F.3 PERIOD OF PERFORMANCE

The period of performance for the effort shall be nine (9) months from contract award.

\*\*\* END OF NARRATIVE F0002 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 13 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>ACRN</u> <u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB <u>ORDER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	R362V061R3	AA   2	21   62040000061C1C03P273764255Y   S20113	6DB915	W56HZV   \$	145,000.00
	273764TW100					
					TOTAL   \$	145,000.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	21   62040000061C1C03P273764255Y   S20113	W56HZV	\$   145,000.00
			TOTAL	\$   145,000.00

<u>ACRN</u>	<u>EDI ACCOUNTING CLASSIFICATION</u>	
AA	21   060720400000   S20113   61C1C03273764TW100255Y   6DB915S20113   W56HZV	
	<u>Regulatory Cite</u> <u>Title</u> <u>Date</u>	
G-1	52.242-4016   COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Aleksander Kurec  
E-mail: aleksander.kurec@us.army.mil  
The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:  
ACO: Hal Portman  
E-mail: hal.portman@dcma.mil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
-----	------------------------	---	----------

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
-----	------------------------	------------------------	----------

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf) .

[End of clause]  
\*\*\*

- G.1 Contractor Special Billing Instructions
- G.1.1 The contractor shall bill to the six-digit (SubLIN) and ACRN in accordance with FAR 52.232-4005 "Invoice Information Requirement."
- G.1.2 If multiple SubLINs exist on the same four-digit major CLIN the contractor shall determine which six-digit SubLIN contains the oldest fiscal year money and invoice against the SubLIN containing the oldest money, until fully billed.
- G.1.3 To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column listed in the Appropriation and Accounting

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page</b> 14 <b>of</b> 30
---------------------------	--	-----------------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

Data listed elsewhere in Section G. The first digit represents the fiscal year.

G.2 DFAS: Special Payment Instructions

G.2.1 DFAS will make payments as billed.

\*\*\* END OF NARRATIVE G0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 15 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
<p>(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a></p>			
<p>(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <a href="http://www.ccr.gov/">http://www.ccr.gov/</a> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)</p>			
<p>(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:</p>			
<p>Warren: <a href="http://contracting.tacom.army.mil/awd.htm">http://contracting.tacom.army.mil/awd.htm</a>  Rock Island: <a href="https://aais.ria.army.mil/AAIS/AWDINFO/index.htm">https://aais.ria.army.mil/AAIS/AWDINFO/index.htm</a>  Picatinny: <a href="http://procnet.pica.army.mil/dbi/DynCBD/award.cfm">http://procnet.pica.army.mil/dbi/DynCBD/award.cfm</a>  Red River Army Depot: <a href="http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm">http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm</a>  Anniston Army Depot: <a href="http://www.anadprocnet.army.mil/">http://www.anadprocnet.army.mil/</a></p>			
<p>(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.</p>			
<p>(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".</p>			
<p>(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <a href="http://www.acq.osd.mil/dpap/ebiz/VANs.htm">http://www.acq.osd.mil/dpap/ebiz/VANs.htm</a> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.</p>			
<p>(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a></p>			
<p>(f) Additional information can be obtained by sending a message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a> or by calling (586) 574-7059.</p>			

[End of Clause]

H-2	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
(TACOM)			
<p>The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINS) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.</p>			
***			
H-3	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
(TACOM)			

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 16 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

H.1 ORDERING/CONTRACT ADMINISTRATION

All ordering/contract administration will be effected by the Contracting Officer, addressed as shown on the face page of this contract. Communications pertaining to contractual administration matters will be addressed to him. No changes in or deviation from the scope of work of Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions by any person other than the Contracting Officer.

H.2 SERVICES TO BE PERFORMED

H.2.1 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees. The Contractor shall not be reimbursed for any work that is (i) outside the SOW, (ii) an inherently Governmental function, or (iii) used to aid in influencing or enacting legislation.

H.2.2 All documents or reports produced by the contractor are to be suitably marked as Contractor products.

\*\*\* END OF NARRATIVE H0001 \*\*\*

H.3 Government Furnished Property

H.3.1 Contractor shall be provided access to quantity one Heavy Expanded Mobility Tactical Trucks (HEMTT) wheel assembly in order to generate required data (Reference C.4.2).

H.3.2 The Government shall furnish the following item(s) to the contractor as Government Furnished Property:

QTY	NOUN	NSN	ACQUISITION COST	SERIAL NUMBERS	
1	HEAVY EXPANDED MOBILITY TACTICAL TRUCK WHEEL ASSY	2530-01-477-1660	\$1401		N/A

The accountability for this Government property is transferred to this contract W56HZV-07-C-0461.

\*\*\* END OF NARRATIVE H0002 \*\*\*



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 17 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-19	52.216-8	FIXED FEE	MAR/1997
I-20	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-29	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-32	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-33	52.227-1	AUTHORIZATION AND CONSENT - ALTERNATE I	APR/1984
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-36	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-20	LIMITATION OF COST	APR/1984
I-39	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-40	52.232-25	PROMPT PAYMENT	OCT/2003
I-41	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-42	52.233-1	DISPUTES	JUL/2002
I-43	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	JUN/1985
I-44	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-45	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-46	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 18 of 30
	PIIN/SIIN W56HZV-07-C-0461	MOD/AMD	
Name of Offeror or Contractor: DRIVE DYNAMICS LLC			

	Regulatory Cite	Title	Date
I-47	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-2	CHANGES--COST REIMBURSEMENT	AUG/1987
I-50	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-51	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2007
I-52	52.245-1	GOVERNMENT PROPERTY	JUN/2007
I-53	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-54	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-55	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-56	52.249-14	EXCUSABLE DELAYS	APR/1984
I-57	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-58	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-59	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-60	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-61	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-62	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-63	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-64	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2006
I-65	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/2007
I-66	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-67	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
I-68	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-69	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAY/2007
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-71	252.225-7013	DUTY-FREE ENTRY	OCT/2006
I-72	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-73	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-74	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-75	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-76	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-77	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-78	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-79	252.227-7039	PATENTS--REPORTING OF SUBJECT INVENTIONS	APR/1990
I-80	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-81	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-82	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
I-83	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-84	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-85	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)	JAN/2007
I-86	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-87	252.246-7001	WARRANTY OF DATA	DEC/1991
I-88	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-89	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
I-90	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 19 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

(3) The designated payment office will make interim payments for contract financing on the -1- day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 20 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

Contractors proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits,

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b></p>	<p><b>Page 21 of 30</b></p>
----------------------------------	---	-----------------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-91 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-92 52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) JUN/1997

(a) Definitions.

- (1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)
- (2) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (3) Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 22 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

statute.

(4) Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor.

(1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention --

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file.

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p>PIIN/SIIN W56HZV-07-C-0461 MOD/AMD</p>	<p><b>Page 23 of 30</b></p>
----------------------------------	---	-----------------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

(1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractors license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractors business to which the invention pertains.

(2) The Contractors domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Governments interest.

(1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to --

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and

(ii) Convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Governments rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention.

(g) Subcontracts.

(1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 24 of 30</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that --

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that --

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractors licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretarys review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(1) Communications. -1-

(End of Clause)



<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b></p>	<p><b>Page 25 of 30</b></p>
----------------------------------	---	-----------------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officers written consent before placing the following subcontracts: -1-\_\_

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractors current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractors Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractors cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractors cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractors price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 26 of 30</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractors purchasing system shall constitute a determination --

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractors purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: -2-

(End of Clause)

I-94                      252.235-7010                      ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER                      MAY/1995

(a) The Contractor shall include an acknowledgment of the Governments support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the -1- under Contract No. -2-.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the -1-.

(End of clause)

I-95                      52.215-19                      NOTIFICATION OF OWNERSHIP CHANGES                      OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 27 of 30</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-96                      52.222-39                      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR                      DEC/2004  
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 28 of 30</b>
<b>Name of Offeror or Contractor:</b> DRIVE DYNAMICS LLC		

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
  - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

- I-97
252.223-7001
HAZARD WARNING LABELS
DEC/1991
- (a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
  - (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
    - (1) Federal Insecticide, Fungicide and Rodenticide Act;
    - (2) Federal Food, Drug and Cosmetics Act;
    - (3) Consumer Product Safety Act;
    - (4) Federal Hazardous Substances Act; or

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0461 <b>MOD/AMD</b>	<b>Page 29 of 30</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:** DRIVE DYNAMICS LLC

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT


(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

I-98

52.204-4009  
(TACOM)

MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

MAR/2005

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 30 of 30
	PIIN/SIIN W56HZV-07-C-0461	MOD/AMD	

Name of Offeror or Contractor: DRIVE DYNAMICS LLC

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 0001	CONTRACT DATA REQUIREMENTS LIST		003	

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002 D. SYSTEM/ITEM.....:  
B. EXHIBIT : A E. CONTRACT/PR NO.: W56HZV-07-C-0461  
C. CATEGORY.....: F. CONTRACTOR.....: Drive Dynamics

---

1. DATA ITEM NO. ....: A001  
2. TITLE OF DATA ITEM : Test Plan  
3. SUBTITLE .....:  
  
4. AUTHORITY .....: DI-NDTI-80566A  
5. CONTRACT REFERENCE: C.6.1  
6. REQUIRING OFFICE : AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: SEE ITEM 16  
7. DD250 REQ .....: DD 10. FREQUENCY : SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE .....: A 11. AS OF DATE:

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

CONTRACTING OFFICER'S REPRESENTATIVE, Mr. Aleksander Kurec aleksander.kurec@us.army.mil  
CONTRACT SPECIALIST, John Sullivan john.sullivan2@us.army.mil

15. TOTAL:

16. REMARKS:

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

---

1. DATA ITEM NO. ....: A002  
2. TITLE OF DATA ITEM : Preparation of Test Reports  
3. SUBTITLE .....:  
  
4. AUTHORITY .....: MIL-HDBK-831 (for guidance only)  
5. CONTRACT REFERENCE: C.6.3  
6. REQUIRING OFFICE: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: SEE ITEM 16  
7. DD250 REQ .....: DD 10. FREQUENCY : SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE .....: A 11. AS OF DATE:

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

CONTRACTING OFFICER'S REPRESENTATIVE, Mr. Aleksander Kurec aleksander.kurec@us.army.mil  
CONTRACT SPECIALIST, John Sullivan john.sullivan2@us.army.mil

15. TOTAL:

16. REMARKS: Contractor's format acceptable

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

---

1. DATA ITEM NO. ....: A003

2. TITLE OF DATA ITEM : Proposed Spare Parts List  
3. SUBTITLE :

4. AUTHORITY : DI-ILSS-80134A  
5. CONTRACT REFERENCE: C.6.7  
6. REQUIRING OFFICE : AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: SEE ITEM 16  
7. DD250 REQ : DD 10. FREQUENCY : SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE : A 11. AS OF DATE:

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

CONTRACTING OFFICER'S REPRESENTATIVE, Mr. Aleksander Kurec aleksander.kurec@us.army.mil  
CONTRACT SPECIALIST, John Sullivan john.sullivan2@us.army.mil

15. TOTAL:

16. REMARKS:

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

---

1. DATA ITEM NO. : A004  
2. TITLE OF DATA ITEM : Engineering Drawings  
3. SUBTITLE :

4. AUTHORITY : DI-DRPR-80651  
5. CONTRACT REFERENCE: C.6.12  
6. REQUIRING OFFICE : AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: SEE ITEM 16  
7. DD250 REQ : DD 10. FREQUENCY : SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE : A 11. AS OF DATE:

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

CONTRACTING OFFICER'S REPRESENTATIVE, Mr. Aleksander Kurec aleksander.kurec@us.army.mil  
CONTRACT SPECIALIST, John Sullivan john.sullivan2@us.army.mil

15. TOTAL:

16. REMARKS: LEVEL 3 DRAWINGS

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

---

1. DATA ITEM NO. : A005  
2. TITLE OF DATA ITEM : Contractor's Progress and Management Report  
3. SUBTITLE :

4. AUTHORITY : DI-MGMT-80227 (T) (see 16a below)  
5. CONTRACT REFERENCE: C.6.13  
6. REQUIRING OFFICE : AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: SEE ITEM 16  
7. DD250 REQ : DD 10. FREQUENCY: 3 months and 6 months : SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE : A 11. AS OF DATE:

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

CONTRACTING OFFICER'S REPRESENTATIVE, Mr. Aleksander Kurec aleksander.kurec@us.army.mil  
CONTRACT SPECIALIST, John Sullivan john.sullivan2@us.army.mil

15. TOTAL:



16. REMARKS:

a. DI-MGMT-80227 is tailored by deleting 10.2, 10.3(j), 10.3(k), 10.3(l), 10.3(f), 10.3(g), 10.3(h) and 10.3(i)

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

---

1. DATA ITEM NO. ....: A006  
2. TITLE OF DATA ITEM : Scientific and Technical Report Draft/Final Report  
3. SUBTITLE .....:  
  
4. AUTHORITY .....: DI-MISC-80711A (T) (see 16a below)  
5. CONTRACT REFERENCE: C.6.14  
6. REQUIRING OFFICE .: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED: 12. DATE OF FIRST SUB: SEE ITEM 16  
7. DD250 REQ .....: DD 10. FREQUENCY: : SEE ITEM 16 13. DATE OF SUBS. SUB: SEE ITEM 16  
8. APP CODE .....: A 11. AS OF DATE:

14. DISTRIBUTION ADDRESSEES: SUBMIT REPORTS ELECTRONICALLY TO THE E-MAIL ADDRESSES SHOWN IMMEDIATELY BELOW:

CONTRACTING OFFICER'S REPRESENTATIVE, Mr. Aleksander Kurec aleksander.kurec@us.army.mil  
CONTRACT SPECIALIST, John Sullivan john.sullivan2@us.army.mil

15. TOTAL:

16. REMARKS:

a. DI-MISC-80711A is tailored by deleting 10.2.

b. The Draft of the Final Technical Report (C.6.14) shall be delivered 9 months after date of contract award. The Government will review and respond within 30 days of receipt. The contractor shall submit the Final Technical Report within 30 days after receipt of draft comments/approval.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

\*\*\*\*\* THE FOLLOWING INSTRUCTION APPLIES TO ALL REPORT(S) DELIVERABLE UNDER THE CONTRACT \*\*\*\*\*

---

Prepare the reports in Contractor format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft\* Office XP or Microsoft\* Office 2002 & lower Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print or scan images of spreadsheets are not acceptable. Please see security note below for caution regarding use of macros.

(2) Files in Adobe PDF (Portable Document Format). When scanning documents, scanner should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language) Format. HTML documents must not contain active links to Internet websites or webpages for reference information. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the Government.

(5) Please note that we can no longer accept .zip files due to increasing security concerns.

NOTE. Macros: The virus scanning software used by our e-mail systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an e-mail message or an e-mail attachment may cause the e-mail report to be quarantined.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 3 1/2 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Previously "zipped" files were accepted, but due to security concerns these zipped attachments cannot be received through our mail system. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number. Exterior mailing envelopes containing disks must be addressed to the following address:

John Sullivan/AMSTA-AQ-ASGA/MAil Stop 322  
U.S. Army TACOM LCMC  
6501 East 11 Mile Road  
Warren, MI 48397-5000

NOTE: Please select only one type of electronic media to transmit each report. For instance, do not submit a report via e-mail and CD-ROM.